

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

PREPARED FOOD PHOTOS, INC. f/k/a
ADLIFE MARKETING &
COMMUNICATIONS CO., INC.,
Plaintiff,

V.

305 PROVISIONS GROUP, INC. d/b/a
METRO LOBSTER AND SEAFOOD,
Defendant.

C.A. No.: 1:23-cv-00160-JJM-PAS

ANSWER OF DEFENDANT TO PLAINTIFF'S COMPLAINT

The Defendant, 305 Provisions Group, Inc. d/b/a Metro Lobster and Seafood (hereinafter “Defendant”), hereby answer the plaintiff’s Complaint and alleges as follows:

The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the opening paragraph.

THE PARTIES

1. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1.
2. The Defendant admits the allegations contained in paragraph 2.

JURISDICTION AND VENUE

3. As the allegations in this paragraph contain conclusions of law and no answer is required, the Defendant neither admits nor denies the allegations in this paragraph; to the extent any factual allegations contained in paragraph 3 apply to the Defendant, these allegations are denied and Defendant demands proof thereof at trial.
4. As the allegations in this paragraph contain conclusions of law and no answer is required, the Defendant neither admits nor denies the allegations in this paragraph; to the extent any factual allegations contained in paragraph 4 apply to the Defendant, these allegations are denied and Defendant demands proof thereof at trial.

5. As the allegations in this paragraph contain conclusions of law and no answer is required, the Defendant neither admits nor denies the allegations in this paragraph; to the extent any factual allegations contained in paragraph 5 apply to the Defendant, these allegations are denied and Defendant demands proof thereof at trial.

FACTS

I. Plaintiff's Business

6. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6.
7. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7.
8. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8.
9. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9.
10. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10.

II. The Work at Issue in this Lawsuit

11. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11.
12. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12.

Exhibit "A."

13. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13.

III. Defendant's Unlawful Activities

14. The Defendant admits the allegations contained in paragraph 14.
15. The Defendant denies the allegations contained in paragraph 15.
16. The Defendant admits the allegations contained in paragraph 16.
17. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17.

18. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18.
19. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19.
20. The Defendant denies the allegations contained in paragraph 20.
21. The Defendant denies the allegations contained in paragraph 21.
22. The Defendant denies the allegations contained in paragraph 22.

COUNT I – COPYRIGHT INFRINGEMENT

23. The Defendant reassert and re-alleges paragraphs 1 through 21 above and incorporates each herein by reference
24. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24.
25. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25.
26. The Defendant denies the allegations contained in paragraph 26.
27. The Defendant denies the allegations contained in paragraph 27.
28. The Defendant denies the allegations contained in paragraph 28.
29. The Defendant denies the allegations contained in paragraph 29.
30. The Defendant denies the allegations contained in paragraph 30
31. The Defendant denies the allegations contained in paragraph 31.
32. The Defendant denies the allegations contained in paragraph 32.
33. The Defendant denies the allegations contained in paragraph 33.
34. The Defendant denies the allegations contained in paragraph 34.

The Defendant denies the allegations contained in the Ad Damnum Clause a-g.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

That by way of affirmative defenses, the Defendant raises accord and satisfaction, estoppel, laches and waiver.

THIRD AFFIRMATIVE DEFENSE

The Complaint has been commenced in an improper venue.

FOURTH AFFIRMATIVE DEFENSE

The Defendant asserts the Fair Use Doctrine.

FIFTH AFFIRMATIVE DEFENSE

The Plaintiff has failed to name an indispensable party to this action.

SIXTH AFFIRMATIVE DEFENSE

Any damages allegedly incurred by Plaintiff is attributable the acts and/or omissions of the Plaintiff, their agent, employees and/or independent contractors.

SEVENTH AFFIRMATIVE DEFENSE

If Plaintiff sustained any damages as alleged, then such damages are the direct result of an act or omission of Plaintiff or a person or entity for whose conduct the Defendant is not legally responsible, and/or whose conduct the Defendant had and has no control.

EIGHTH AFFIRMATIVE DEFENSE

The Defendant asserts it was an innocent infringer.

NINTH AFFIRMATIVE DEFENSE

Service of process on the Defendant was improper and/or insufficient.

TENTH AFFIRMATIVE DEFENSE

If the Plaintiff was damaged as alleged, which is denied, the same was due to their own lack of due care under these circumstances.

ELEVENTH AFFIRMATIVE DEFENSE

The Plaintiff's Complaint is barred by the applicable statute of limitations.

TWELFTH AFFIRMATIVE DEFENSE

The Plaintiff's Complaint fails to state a claim upon which relief may be granted against the defendant.

THIRTEENTH AFFIRMATIVE DEFENSE

The Defendant states that some or all of the statutory allegations made against the Defendant is inapplicable to the Defendant and, thus, the Plaintiff's Complaint, in whole or in part, should be dismissed.

FOURTEENTH AFFIRMATIVE DEFENSE

The Defendant states the Plaintiff, by their conduct and actions and/or by the conduct and actions of their agents and servants, has waived any and all rights he may have had against the Defendant, and therefore the Plaintiff cannot recover in this action.

DEFENDANT DEMANDS A TRIAL BY JURY AS TO ALL ISSUES

Respectfully submitted,
The Defendant,
305 Provisions Group, Inc.
d/b/a Metro Lobster and Seafood,
By its Attorney,



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Date: May 10, 2023

CERTIFICATE OF SERVICE

I, Audrey L. Bradley, hereby certify that on the 10th day of May, 2023, the foregoing document, filed through the CM/ECF System, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants.

A handwritten signature in blue ink, appearing to read 'Audrey L. Bradley', is written above a horizontal line.

Audrey L. Bradley